

In re:  
Joseph G. Berry  
Anne M. Berry  
Debtors

Case No. 25-10627-amc  
Chapter 13

## CERTIFICATE OF NOTICE

District/off: 0313-2  
Date Rcvd: Jun 13, 2025

User: admin  
Form ID: pdf900

Page 1 of 2  
Total Noticed: 1

The following symbols are used throughout this certificate:

Symbol	Definition
+	Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jun 15, 2025:

Recip ID	Recipient Name and Address
db/jdb	+ Joseph G. Berry, Anne M. Berry, 1494 Greenleaf Drive N., Warrington, PA 18976-1375

TOTAL: 1

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.  
Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI).

NONE

## BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, \*duplicate of an address listed above, \*P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

## NOTICE CERTIFICATION

I, Gustava Winters, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jun 15, 2025

Signature: /s/Gustava Winters

## CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on June 13, 2025 at the address(es) listed below:

Name	Email Address
CORINNE SAMLER BRENNAN	on behalf of Creditor TruMark Financial Credit Union cbrennan@klehr.com scmeginly@klehr.com;nyackle@klehr.com
DENISE ELIZABETH CARLON	on behalf of Creditor PNC BANK NATIONAL ASSOCIATION bkgroup@kmlawgroup.com
KENNETH E. WEST	ecfemails@ph13trustee.com philaeef@gmail.com
MATTHEW K. FISSEL	on behalf of Creditor PNC BANK NATIONAL ASSOCIATION bkgroup@kmlawgroup.com, matthew.fissel@brockandscott.com
MICHAEL SETH SCHWARTZ	on behalf of Joint Debtor Anne M. Berry msbankruptcy@gmail.com MSchwartz@jubileebk.net
MICHAEL SETH SCHWARTZ	

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on behalf of Debtor Joseph G. Berry msbankruptcy@gmail.com MSchwartz@jubileebk.net

United States Trustee

USTPRegion03.PH.ECF@usdoj.gov

TOTAL: 7

**IN THE UNITED STATES BANKRUPTCY COURT  
 FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

Jospeh G. Berry Anne M. Berry		CHAPTER 13
	<u>Debtors</u>	
PNC BANK, NATIONAL ASSOCIATION		
	<u>Moving Party</u>	NO. 25-10627 AMC
vs.		
Jospeh G. Berry Anne M. Berry		
	<u>Debtors</u>	11 U.S.C. Section 362
Kenneth E. West		
	<u>Trustee</u>	

**STIPULATION**

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. As of June 2, 2025, the post-petition arrearage on the mortgage held by Movant on the Debtors' residence is **\$1,549.00**. Post-petition funds received after June 2, 2025, will be applied per the terms of this Stipulation as outlined herein. The arrearage is itemized as follows:

Fees & Costs Relating to Motion: \$1,549.00  
**Total Post-Petition Arrears: \$1,549.00**

2. The Debtors shall cure said arrearages in the following manner:

a). Within seven (7) days of the filing of this Stipulation, Debtors shall file an Amended Chapter 13 Plan to include the post-petition arrears of **\$1,549.00**.

b). Movant shall file an Amended or Supplemental Proof of Claim to include the post-petition arrears of **\$1,549.00** along with the pre-petition arrears.

c). The new 410A form for a Proof of Claim shall not be required for this Amended or Supplemental Proof of Claim.

3. Beginning with the payment due **June 2025** and continuing thereafter, Debtors shall pay to Movant the present regular monthly mortgage payment of **\$3,057.93** (or as adjusted pursuant to the terms of the mortgage) on or before the first (1<sup>st</sup>) day of each month (with late charges being assessed after the 15<sup>th</sup> of the month).

4. Should Debtors provide sufficient proof of payments made, but not credited (front & back copies of cancelled checks and/or money orders), Movant shall adjust the account accordingly.

5. In the event the payments under Section 3 above are not tendered pursuant to the terms of this stipulation, Movant shall notify Debtors and Debtors' attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtors should fail to cure the default within fifteen (15) days, Movant may file a Certification of Default with the Court and the Court shall enter an Order granting Movant relief from the automatic stay and waiving the stay provided by Bankruptcy Rule 4001(a)(3).

6. If the case is converted to Chapter 7, Movant shall file a Certification of Default with the Court and the Court shall enter an order granting Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.

Date: June 5, 2025

/s/ Matthew Fissel  
Matthew Fissel, Esq.  
Attorney for Movant

Date: June 6, 2025

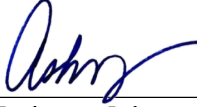
/s/ Michael Seth Schwartz  
Michael Seth Schwartz, Esq.  
Attorney for Debtors

Date: June 6, 2025

/s/ Jack K. Miller, Esq. for  
Kenneth E. West  
Chapter 13 Trustee

*I have no objection to its terms, without prejudice to any of our rights and remedies*

Approved by the Court this 13th day of June, 2025. However, the Court retains discretion regarding entry of any further order.

  
\_\_\_\_\_  
Bankruptcy Judge  
Ashely M. Chan